

ACCEPTANCE OF SERVICE

(please return to joanne@clothingaway.com.au)

Re: **Free Service to supply and maintain Clothing Recycling Bins**

I/We accept the terms and conditions as outlined in this proposal.

Client Representative Information

Client Name _____

Client Signature _____

Date _____

Client Phone No _____

Client Email _____

Client Address _____

Building / Site Information

Building Name _____

No of Units _____

Building Address _____

Site Contact Name _____

Site Contact Phone No _____

Site Contact Email _____

Clothing Recycling Bin Information

Location of Bin _____

Access Info _____

Date service to commence _____

Where did you hear about us: _____

Sign and Date _____

Clothing Away Office Use Only

Clothing Away Rep Name _____

Clothing Away Service Approval _____

Sign and Date _____



CONDITIONS

1. Application

These conditions apply to agreements for the provision of services by Clothing Away Incorporated (Clothing Away), and formal client acceptance or acknowledgment of this order.

2. Definitions

“Agreement” means the agreement between Clothing Away and the Client resulting from the engagement of Clothing Away by the Client on these Conditions.

“Client” means the entity with whom Clothing Away has agreed to provide services. The Client may be represented by an agent who arranges for or directs the services on behalf of the Client.

“Clothing Away” means CLOTHING AWAY INCORPORATED ABN 42 848 367 219 and any related body corporate as defined in the Corporations Act, and their officers, employees and agents.

“Services” means the Textile Recycling Service to be carried out by Clothing Away for and on behalf of the Client.

3. Basis of Agreement

The Parties agree and acknowledge that:

- a) Clothing Away shall supply to the Client a Clothing Recycling Bin and maintain it on a regular basis.
- b) The Clothing Recycling Bin is to be placed in a location as agreed with the client.
- c) Clothing Away or our agent will coordinate collections in consultation with your building managers on a fortnightly basis.
- d) There are no fees to the Client for our service in accordance with this Agreement.

4. Role of the Client

4.1 The Client shall provide Clothing Away with information documents and particulars as required by Clothing Away, including but not limited to the following:

- a) Written acceptance of the Job Specific Conditions and authority to proceed with the Services;
- b) All information and assistance reasonably required by Clothing Away to undertake the Services on the Client's behalf.

5. Role of the Clothing Away

In carrying out the Textile Collection and Recycling Service Clothing Away shall exercise reasonable skill, care and diligence in accordance with standards ordinarily exercised by members of the profession.

6. Basis of Fee Proposal

There are no Fees for our service.

7. Suspension

The Client may by notice in writing served on Clothing Away, suspend the Services of Clothing Away, in which case, the Client must allow 14 days for Clothing Away to remove the Clothing Recycling Bin from site.

8. Termination

Either party may terminate this Agreement by serving 28 day's written notice on the other party, the Client must allow access for Clothing Away to remove its Clothing Recycling Bin from site.

9. Responsibility and Liability

- 9.1 The Client acknowledges and agrees that Clothing Away is not liable for any consequential loss or damage sustained by the Client in respect of the Services provided by Clothing Away.
- 9.2 The Client agrees to indemnify Clothing Away and to keep Clothing Away indemnified against all claims from the Client, its employees, agents, contractors and subcontractors.

10. Variation

Any variation to this Agreement must be made in writing and signed by all parties.

